



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

Tazewell Taylor and J. L. Broudy, both of Norfolk, for plaintiff in error.

Richard J. Davis, of Portsmouth, *Wolcott, Wolcott, Lankford & Kear* and *John W. Reynolds*, all of Norfolk, for defendant in error.

WALKER *v.* PENICK'S EX'R.

March 21, 1918.

[95 S. E. 428.]

1. Insurance (§ 585 (1)*)—Life Insurance—Interest of Beneficiary.—A life insurance policy issued on the 10-payment plan provided that the insured might change the beneficiary with the approval of the company's officers; that after the policy had been in force for three years cash loans could be made thereon to a certain amount; that from any sum payable under the policy the unpaid premiums and indebtedness of the insured were to be deducted. The insured paid the first seven premiums in advance, and then borrowed on the policy a sum sufficient to pay the three last premiums, after which he gave a promissory note covering such indebtedness; the note as well as the policy providing that it should be a first lien on the policy. On the death of the insured, the executor paid the note, and the beneficiary under the policy brought suit against him for the face value of the note, on the theory that it had been paid out of her property. Held that, her interest being a mere expectancy before the death of the insured, she had no right to the gross face of the policy, but only to the net amount after the indebtedness was paid; it being within the power of the insured to make himself the beneficiary to the extent of the indebtedness.

[Ed. Note.—For other cases, see 9 Va.-W. Va. Enc. Dig. 356, 357.]

2. Insurance (§ 585 (1)*)—Right of Beneficiary—Time of Vesting.—Where an insurance policy gives the insured the arbitrary right to change the beneficiary at will, the beneficiary has no estate of any kind in the policy during the lifetime of the insured, but a mere expectancy; the right of the beneficiary becoming vested only on the death of the insured.

[Ed. Note.—For other cases, see 9 Va.-W. Va. Enc. Dig. 356, 357.]

3. Fraudulent Conveyances (§ 114*)—Payment of Debts—Right of Debtor.—Where creditors will not be prejudiced thereby, every man may, by act inter vivos or by will, appropriate his property to the payment of his debts in any way he may see fit.

[Ed. Note.—For other cases, see 6 Va.-W. Va. Enc. Dig. 552.]

Error to Circuit Court, Halifax County.

*For other cases, see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

Action by Mary C. Penick Walker against Penick's Executor. Judgment for defendant, and plaintiff brings error. Affirmed.

Easley & Bouldin, of Houston, and *McGuire, Riely, Bryan & Eggleston*, of Richmond, for plaintiff in error.

John Martin, of Houston, for defendant in error.

DEAN *v.* DEAN.

March 21, 1918.

[95 S. E. 431.]

1. Pleading (§ 271*)—Amendment—Affidavit—Statutes.—Under Acts 1914, c. 331, providing that the court at any time on just terms may permit any pleading or proceeding to be amended, or material supplemental matter to be set forth, and at any stage of the proceeding must disregard any error or defect not affecting substantial rights, in assumpsit between partners, where defendant failed to file with his plea of nonassumpsit the proper affidavit, under Code 1904, § 3282, denying the partnership, the court properly permitted him to amend on the same day the plea was filed by preparing and filing such affidavit.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 320.]

2. Continuance (§ 30*)—Amendment of Pleading—Surprise.—If plaintiff had been taken by surprise by the court's allowing defendant to amend his pleadings, the court should have continued the case on his motion.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 273, 274.]

3. Appeal and Error (§ 383*)—Amendment of Pleadings—Failure to Ask Continuance.—Where plaintiff went on with the trial, not asking for continuance, but contented himself with a mere exception to the court's action in allowing defendant to amend by filing a necessary affidavit, and took his chances before the jury on the evidence submitted, under the circumstances, none of the evidence being certified, so that the Supreme Court of Appeals is without facts showing plaintiff's rights have been injuriously affected, judgment for defendant on the verdict should be affirmed.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 609.]

Error to Circuit Court of City of Alexandria.

Action by Edward S. Dean against Charles A. Dean. To review judgment for defendant, plaintiff brings error. Affirmed.

Daniel T. Wright and T. Morris Wampler, both of Washington, D. C., for plaintiff in error.

Gardner L. Boothe, of Alexandria, for defendant in error.

*For other cases, see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.